

**FIRST AMENDMENT TO THE
THIRD AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
NORTHSTAR SPECTRUM, LLC**

This First Amendment ("Amendment") to the Third Amended and Restated Limited Liability Company Agreement of Northstar Spectrum, LLC (the "Company") dated as of June 7, 2018 (the "Agreement") is made and entered into as of January 24, 2022.

WHEREAS, Northstar Manager, LLC ("NSM") and American AWS-3 Wireless II L.L.C. ("American II"), as the members of the Company, desire to modify the definition of the "Second Put Window" as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein and in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby amend the Agreement on the terms and conditions contained herein.

1. Section 8.1(a) of the Agreement is hereby amended and restated in its entirety to read as follows:

(a) Put Windows

For (i) the ninety (90) day period beginning on the fifth anniversary of the Initial Grant Date (the "First Put Window") and (ii) the two-hundred seventy (270) day period beginning on the sixth anniversary of the Initial Grant Date (the "Second Put Window"), or, in either case, the ten-day period following the announcement of a Liquidation Event or a Deemed Liquidation Event if such announcement precedes the expiration of the period set forth in clause (i) or (ii), as applicable, above (including, for the avoidance of doubt, if such announcement precedes the fifth or sixth anniversary of the Initial Grant Date), NSM shall have the right (the "Put Right") to require the Company to purchase all (but not less than all) of the collective Interests held by the NSM Members in exchange for payment of the Put Price in the manner specified in this Section 8.1.

2. Terms used herein without definition shall have the meanings set forth in the Agreement. Except as specifically agreed and amended hereby, the Agreement remains in full force and effect. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

MEMBERS:

AMERICAN AWS-3 WIRELESS II L.L.C.

By: 
Name: Thomas Cullen
Title: EVP

NORTHSTAR MANAGER, LLC

By: Doyon, Limited, its Manager

By: 
Name: Allen Todd
Title: Authorized Representative